

NOV 10 2014

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

David J. Bradley, Clerk of Court

IN RE: § CASE NO. 13-37041
MARK THUESEN §
DEBTOR § CHAPTER 13
§ CONTESTED MATTER

**DEBTOR'S OBJECTION TO AND RECONSIDERATION OF THE ALLOWANCE OF
CLAIM NO. 6 OF STATE FARM BANK AND RULE 9011 SANCTIONS**

THIS IS AN OBJECTION TO YOUR CLAIM. THE OBJECTING PARTY IS ASKING THE COURT TO DISALLOW THE CLAIM THAT YOU FILED IN THIS BANKRUPTCY CASE. YOU SHOULD IMMEDIATELY CONTACT THE OBJECTING PARTY TO RESOLVE THE DISPUTE. IF YOU DO NOT REACH AN AGREEMENT YOU MUST FILE A RESPONSE TO THIS OBJECTION AND SEND A COPY OF YOUR RESPONSE TO THE OBJECTING PARTY WITHIN 30 DAYS AFTER THE OBJECTION WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE OBJECTION IS NOT VALID. IF YOU DO NOT FILE A RESPONSE WITHIN 30 DAYS AFTER THE OBJECTION WAS SERVED ON YOU, YOUR CLAIM MAY BE DISALLOWED.

A HEARING HAS BEEN SET ON THIS MATTER ON DECEMBER 18, 2014 AT 2:00 PM IN COURTROOM #403, AT THE UNITED STATES COURTHOUSE, 515 RUSK AVENUE, HOUSTON, TEXAS 77002.

To the Honorable Karen K. Brown, United States Bankruptcy Judge:

COMES NOW Mark Thuesen, ("Debtor") herein, and files this Objection to Claim No. 6 ("Claim") of State Farm Bank, ("Claimant") herein, and would show the Court the following:

A. THE COURT SHOULD DISALLOW CLAIM NO. 6 BECAUSE

THE CLAIM FAILS TO MEET THE REQUIREMENTS OF FED. R. BANKR. P. 3001

1. Debtor filed this Chapter 13 bankruptcy case on November 13, 2013.
2. On February 20, 2014, Claimant filed Proof of Claim No. 6, the "Claim" herein, in the amount of

\$11,394.53 as an unsecured claim with no priority. A copy of the Claim as filed is attached hereto as Exhibit "A".

3. Claimant did not attend the first meeting of creditors on December 18, 2013. Claimant did not attend the second meeting of creditors on March 12, 2014. Claimant did not request a 2004 Examination of Debtor. Claimant did not request any relief to extend any deadlines. Claimant did not object to Debtor's bankruptcy plan.
4. On June 26, 2014, an Order was signed allowing Debtor's legal counsel to withdraw, leaving Debtor to prosecute his Chapter 13 filing as *pro se* [Docket No. 75, related to Docket No. 55]. Debtor had discussed the invalid proof of claim filed by Claimant with his attorney and was told that a claim objection would be filed. Without legal counsel, Debtor assumed the Trustee would file the claim objection against Claimant. Debtor received the Trustee's "Notice of Trustee's Intent to Pay Claims" a few weeks after it was filed on September 16, 2014 [Docket No. 80]. After reviewing the "Notice of Trustee's Intent to Pay Claims," Debtor was surprised to discover that Claimant's Claim was listed as allowed. Debtor contacted the Trustee's office, and Debtor was told that the Debtor must file the claim objection, and to figure it out on his own, thus the delay for filing a claim objection. Pursuant to 11 U.S.C. § 1302(b)(1) "The trustee shall perform the duties specified in sections...11 U.S.C. § 704(a)(5)," "the trustee shall if a purpose would be served, examine proofs of claims and object to the allowance of any claim that is improper." The trustee, Ken Thomas of Willliam Heitcamp's office, refused and failed to fulfill his statutory duty to object to invalid claims.
5. Pursuant to Local Rule 3021-1(c), ("Nothing in this rule precludes the reconsideration of the allowance of a claim pursuant to § 502(j) of the Bankruptcy Code"). Under 11 U.S.C. §502(j), ("A claim that has been allowed or disallowed may be reconsidered for cause.") Debtor's

objection to the Claim “is not barred due to untimeliness,” *see In re Ruth*, 473 B.R. 161 (Bankr. S.D.Tex.2012) (§ 502(j) does not place time restrictions on requests for the reconsideration of claims.) ([I]f the parties have not litigated the merits of the proof of claim, Rule 60 is inapplicable and the bankruptcy court has wide discretion pursuant to § 502(j) to determine whether “cause” exists for reconsidering the allowance of a claim.).

6. The merits of the Claim have NOT in fact been previously litigated.
7. Debtor has standing to assert the instant claim objection. Section 502(a) of the Bankruptcy Code provides that a properly filed claim is allowed, unless a party in interest objects. The term “party in interest” is not defined in the Bankruptcy Code. The term party in interest means anyone who has a legally protected interest that could be affected by the bankruptcy case. *See Matter of FBN Food Services, Inc.*, 82 F.3d 1387 (7th Cir. 1996). The debtor has a pecuniary interest in the outcome of a claim objection where the estate has a potential surplus of assets that will result in a distribution to the debtor. *In re Curry*, 409 B.R. 831 (Bankr. N.D. Tex. 2009).
8. Debtor objects to the Claim for the following reasons:
 - a. The documentation attached to the Claim fails to meet the requirements of Fed. R. Bankr. P. 3001. Proofs of claim that fail to comply with the Bankruptcy Rules are not *prima facie* valid and are therefore not deemed allowed. *See In re Gilbreath*, 395 B.R. 356, 367 (Bankr. S.D.Tex.2008) (citing *Brock v. Brock (In re Brock)*, No. 06-4228, 2008 WL 2954621, at *6 (Bankr.E.D.Tex. July 31, 2008); *In re Reyna*, No. 08-10049-CAG, 2008 WL 2961973, at *3-6 (Bankr.W.D.Tex. July 28, 2008); *In re White*, No. 06-50247-RLJ13, 2008 WL 269897, at *3-5 (Bankr.N.D.Tex. Jan. 29, 2008)).
 - b. Under 11 U.S.C. §502(b)(1), the debt made the basis of the Claim is unenforceable against the Debtor or property of the Debtor under any agreement or applicable law. State law

- controls the validity of the claim. *Matter of Ford*, 967 F.2d. 1047 (5th Cir. 1992).
- c. The Claimant fails to include any documentation signed by the Debtor or any documentation sufficient to support the alleged Claim. See *In re Ruth*, 473 B.R. 165 (Bankr. S.D.Tex.2012) (Holders of consumer claims, must provide “an account statement containing the debtor’s name, account number, the prepetition account balance, interest rate, and a breakdown of the interest charges, finance charges and other fees that make up the balance of the debt, or attach enough monthly statements so that this information can be easily determined.”).
 - d. As set forth in Debtor’s declaration, attached hereto as Exhibit “B”, Debtor cannot determine when the alleged debt was incurred or if the debt was incurred by Debtor or some other person to whom Debtor is not related, Debtor cannot determine the terms and interest rate charges agreed to.
 - e. Based on Debtor’s information and belief, Claimant’s alleged Claim does not have evidence proving the terms of the alleged agreement or any other document that established the agreed terms, including the applicable interest rate or method for determining finance charges and no evidence establishing debtor’s specific obligations under the alleged agreement. It is well settled Texas law that a Claimant MUST provide evidence of a credit card agreement, the terms, and methods of calculating interest rate charges. See *Uribe v. Pharia, LLC*, No. 13-13-00551-CV, (Tex. App.-Corpus Christi July 17, 2014) (We conclude that, although there is evidence of a credit-card agreement of some kind, there was no evidence proving the terms of that agreement or [Debtor’s] intent to be bound by a specific agreement). (citing *Williams v. Unifund CCR Partners Assignee of Citibank*, 264 S.W.3d at 236 (Tex. App.-Houston [1st Dist.] 2008, no pet.) (holding

evidence was insufficient to establish the terms of a valid contract as a matter of law where creditor failed to produce actual credit-card agreement or any other document that established the agreed terms, including the applicable interest rate or method for determining finance charges); *Tully v. Citibank (S.D.)*, N.A., 173 S.W.3d 212, 216-17 (Tex. App.-Texarkana 2005, no pet.) (holding evidence insufficient to show interest rate charged was agreed on where the only evidence was the rates specified in monthly statements); *Preston State Bank v. Jordan*, 692 S.W.2d at 744 (Tex. App.-Fort Worth 1985, no writ) (holding evidence insufficient to establish a contract where creditor failed to introduce contract or its terms and conditions); *see also Hooper v. Generations Cmtys. Fed. Credit Union*, No. 04-12-00080-CV, 2013 WL 2645111, at *3 (Tex. App.-San Antonio June 12, 2013, no pet.) (mem. op.) (reversing judgment for creditor where cardholder agreement was not offered into evidence and there was no evidence establishing debtor's specific obligations under an agreement); *Colvin v. Tex. Dow Employees Credit Union*, No. 01-11-00342-CV, 2012 WL 5544950, at *6 (Tex. App.-Houston [1st Dist.] Nov. 15, 2012, no pet.) (mem. op.) (reversing summary judgment for creditor where creditor failed to offer the original agreement, monthly statements, or other evidence establishing how it calculated its alleged damages); *Martin v. Federated Capital Corp.*, No. 01-12-00116-CV, 2012 WL 4857835, at **2-3 (Tex. App.-Houston [1st Dist.] Oct. 11, 2012, no pet.) (mem. op.) (reversing summary judgment for creditor where creditor's evidence failed to explain how it calculated its damages); *Ayers v. Target Nat'l Bank*, No. 14-11-00574-CV, 2012 WL 3043043, at **2-4 (Tex. App.-Houston [14th Dist.] July 26, 2012, no pet.) (mem. op.) (reversing summary judgment for creditor where creditor failed to present cardholder agreement and a portion of the form language on the credit-card application was illegible

and form language was in Spanish); *Wande v. Pharia*, No. 01-10-00481-CV, 2011 WL 3820774, at *5 (Tex. App.-Houston [1st Dist.] Aug. 25, 2011, no pet.) (mem. op.) (reversing summary judgment for creditor where creditor presented the cardholder agreement but important portions of the agreement were illegible, including a section entitled “Finance Charges,” and creditor presented no evidence regarding the calculations it used to arrive at claimed outstanding balance); *Jaramillo v. Portfolio Acquisitions, LLC*, No. 14-08-00938-CV, 2010 WL 1197669, at **5-6 (Tex. App.-Houston [14th Dist.] March 30, 2010, no pet.) (mem. op.) (holding evidence insufficient to establish a valid contract where card member agreement was entered into evidence, but many of its material terms were missing; “This court and its sister court have drawn a distinction between cases where a card member agreement is entered into evidence and where there is no card member agreement.”).

- f. The Claimant fails to demonstrate standing to assert the Claim. The documentation attached to the Claim fails to establish Claimant’s ownership of the underlying debt. *See In re Ruth*, 473 B.R. 165 (Bankr. S.D.Tex.2012) (a claimant whose claims have been assigned must “document its ownership of the claim” and produce “a signed copy of the assignment and sufficient information to identify the original credit card account.”); *In re Leverett*, 378 B.R. 793 (Bankr.E.D.Tex.2007) (an objection to a claim based upon insufficient documentation that the claimant is the current holder of the “claim is a defense that would be available to the Debtor in a suit on the claim and is, therefore, a valid basis for disallowance of a claim under § 502(b)(1) of the Bankruptcy Code.”).
- g. Claimant had actual knowledge that the Claim or lien was not warranted by existing law at the time it was filed.

- h. Claimant intentionally presented a fraudulent claim.
- i. Claimant had knowledge that the Claim document was a fraudulent Claim or lien against Debtor's personal property.
- j. Claimant intended that the Claim document be given the same legal effect as a court record evidencing a valid lien against Debtor's personal property.
- k. Claimant intended for Debtor to make unlawful payments on Claimant's Claim or lien.
- l. Claimant intended that Debtor suffer financial injury (expenses, costs, reasonable attorney's fees and the unlawful payment of a time-barred debt), mental anguish, or emotional distress in responding to Claimant's fraudulent Claim lien.
- m. Claimant presented its Claim to harass or to or needlessly increase the cost of Debtor's litigation.
- n. Claimant's Claim is NOT warranted by existing law.
- o. Claimant's allegations and other factual contentions do NOT have evidentiary support.
- p. Claimant has failed to establish the requisite elements of contract formation.
- q. Claimant has no written agreement with the Debtor.
- r. Claimant has no agreement bearing the Debtor's signature.
- s. Claimant has failed to produce alleged agreements or the back-up data for any transactions that occurred. Claimant has only provided summaries to Debtor, therefore Debtor is unable to audit the account for accuracy. Claimant has incomplete agreements. Without all the agreements used by the Claimant, Debtor cannot ascertain or audit Claimant's compliance with the agreement. Claimant has also failed to provide any of the back-up documentation to authorize it to charge certain service fees or interest rates.
- t. Claimant does not have personal knowledge of the matters alleged nor proper verification

attached to Claimant's Proof of Claim.

- u. Claimant's Claim against Debtor includes illegal penalties disguised as liquidated damage items for various charges including, "late charges", "over-limit charges", and/or "miscellaneous charges," designed to increase the credit card interest rate.
- v. Bankruptcy courts determine the substance and validity of a claim by referring to applicable state law. *See Butner v. United States*, 440 U.S. 48, 54 (1979); *Carrieri v. Jobs.com, Inc.*, 393 F.3d 508, 529 (5th Cir. 2004). Only a creditor may file a proof of claim. 11 U.S.C. § 501(a). Claimant alleges the Claim against Debtor is for "credit card debt." Claimant has not provided any credit card agreement. A credit card agreement is required to be in writing pursuant to the Truth-in-Lending Act, and collection of the amount due under a credit card agreement is treated as a claim for breach of a written contract under Texas law. *Tully v. Citibank (South Dakota), NA.*, 173 S.W.3d 212, 215-220 (Tex.App.-Texarkana 2005). A credit card creditor has the burden at trial to establish the existence of the contract and compliance with its provisions. *Preston State Bank v. Jordan*, 692 S.W.2d 740, 743-744 (Tex App.-Fort Worth 1985). The creditor fails to establish a prima facie case if it fails to introduce the contract between itself and the debtor or the terms and conditions thereof. *Id. See also, e.g., Providian Nat'l Bank v. Ebarb*, 180 S.W.3d 898 (Tex.App. — Beaumont 2005); *Martin v. Federated Capital Corp.*, No. 01-12-00116-CV, (Tex. App.-Houston [1st Dist.] Oct. 11, 2012, no pet.) (citing *Williams v. Unifund CCR Partners*, 264 S.W.3d 231, 236 (Tex. App.-Houston [1st Dist.] 2008, no pet.) (noting that although there was some evidence of agreement and amounts, creditor "did not present evidence conclusively establishing the amounts that it claimed it was owed" and the evidence was "not sufficient to establish the terms of a valid contract as a

matter of law”), (noting that interest rate and other information reflected in account statements were inconsistent and there was no evidence on how creditor calculated interest rates and finance charges).

9. For the reasons set forth above, Debtor requests that the Court disallow the Claim in its entirety, and value Claimant’s Claim at zero pursuant to 11 U.S.C. § 506(a). Debtor cannot evaluate the validity of the Claim, *see In re Ruth*, 473 B.R. 167 (Bankr. S.D.Tex.2012) (citing *Caplan v. B-Line, LLC (In re Kirkland)*, 572 F.3d 838, 841 (10th Cir.2009) (affirming the disallowance of a claim because the creditor failed to produce a single document to support its claim and failed to explain its failure to attach supporting documentation).

B. RULE 9011 SANCTIONS

10. Claimant’s attorney certified that the Claim meets the requirements of Fed. R. Bankr. P. 9011(b) by signing the Proof of Claim B10 (Official Form 10), which specifically states on the form, “Your signature is also a certification that the claim meets the requirements of FRBP 9011(b).” FRBP 9011(c) states in part, “If...the court determines that subdivision (b) has been violated, the court may...impose an appropriate sanction upon the attorneys, law firms, or parties that have violated subdivision (b) or are responsible for the violation.”
11. Claimant’s Claim does not meet the requirements of Fed. R. Bankr. P. 9011(b).
12. Under Rule 9011, a creditor who failed to attach relevant documents could be liable for sanctions for filing a proof of claim without a proper investigation of the validity of the claim. *In re Wingerter*, 594 F.3d 931 (6th Cir.2010). Debtor hereby gives notice to Claimant pursuant to Fed. R. Bankr. P. 9011(c), that if Claimant does not withdraw its Claim within 21 days, Debtor shall seek a motion for sanctions, or allow the Court on its own initiative to enter an order describing the specific conduct that appears to violate Fed. R. Bankr. P. 9011(b), and directing the Claimant

and/or Claimant's attorney to show cause why it has not violated Fed. R. Bankr. P. 9011(b). Debtor further requests that the Court award the Debtor reasonable and necessary attorneys' fees and costs caused by Claimant's failure to provide the required documentation set forth in Fed. R. Bankr. P. 3001. Because this information should have been included with the original proof of claim, the cost of discovery may be shifted to the person filing the claim. FED. R. BANKR. P. 3001(c)(2)(D)(ii). Rule 9011 fee shifting was not mandatory for a failure to comply with Rule 3001, but the failure to comply "might be a factor in determining whether a Rule 9011(b) violation has occurred." Claimant's Claim falls short of compliance with these requirements because it is nothing more than a bare allegation that the Debtor owes some amount of money based on "credit card debt," with respect to an account ending in 2870.

13. Debtor has been directly injured by Claimant's conduct.

C. RELIEF REQUESTED AND BASIS THEREFORE

14. Debtor respectfully requests the Court to (1) DISALLOW Claimant's Claim, and (2) value Claimant's Claim at zero pursuant to 11 U.S.C. § 506(a), and (3) the Court on its own initiative, enter an order describing the specific conduct that appears to violate Fed. R. Bankr. P. 9011(b), and directing Claimants and Claimant's attorneys to show cause why they have not violated Fed. R. Bankr. P. 9011(b), and (4) grant such other and further relief, legal and equitable, general or special, to which Debtor may show himself to be justly entitled.

Dated: November 10, 2014

Respectfully submitted,



Mark Thuesen, Debtor *Pro se*
P.O. Box 540365
Houston, Texas 77254
Telephone: (585) 300-5793
Email: xtraderweb@hotmail.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on the 10th day of November, 2014 via electronic transmission, and first class mail, to counsel for the Respondents, and to Respondents, under FED. R. BANKR. P. 4001 and Local Rule 4001.

Thomas A. Lee III
c/o Becket and Lee LLP
P.O. Box 3001
Malvern, PA 19355-0701
Telephone: 610-644-7800
Email for Thomas A. Lee: none listed
Counsel for State Farm Bank

William E. Heitkamp
Ken Thomas
Chapter 13 Trustee
9821 Katy Freeway, Suite 590
Houston, TX 77024
Telephone: 713-722-1200
Email for William Heitkamp: heitkamp@ch13hou.com
Email for Ken Thomas: ken_t@ch13hou.com



Mark Thuesen, Debtor *Pro se*

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION		PROOF OF CLAIM Chapter 13								
<p>Debtor: MARK THUESEN AKA: MARK L THUESEN</p> <p>Judge: KAREN K BROWN Case Number: 13-37041-KKB</p> <p>NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i></p>		COURT USE ONLY								
<p>Name of Creditor (The person or other entity to whom the debtor owes money or property): State Farm Bank</p>										
<p>Name and address where notices should be sent: Becket and Lee LLP Attorneys/Agent for Creditor POB 3001 Malvern, PA 19355-0701</p> <p>Telephone number: 610-644-7800 email:</p>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____								
<p>Name and address where payment should be sent (if different from above): Telephone number: email: </p>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.								
<p>1. Amount of Claim as of Date Case Filed: <u>\$11,394.53</u></p> <p>If all or part of the claim is secured, complete item 4.</p> <p>If all or part of the claim is entitled to priority, complete item 5.</p> <p><input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.</p>										
<p>2. Basis for Claim: CREDIT CARD DEBT</p> <p>(See instruction #2)</p>										
<p>3. Last four digits of any number by which creditor identifies debtor:</p> <p>2870</p>	<p>3a. Debtor may have scheduled account as:</p> <p>(See instruction #3a)</p>	<p>3b. Uniform Claim Identifier (optional)</p> <p>(See instruction #3b)</p>								
<p>4. Secured Claim (See instruction #4)</p> <p>Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other</p> <p>Describe:</p> <p>Value of Property: \$ _____</p> <p>Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <i>(when case was filed)</i></p> <p>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____</p> <p>Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____</p> <p>Amount Unsecured: \$ _____</p>										
<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</p> <table> <tr> <td><input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).</td> <td><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).</td> <td><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).</td> <td>Amount entitled to priority: \$ _____</td> </tr> <tr> <td><input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7)</td> <td><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).</td> <td><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(__).</td> <td></td> </tr> </table> <p><i>*Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i></p>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).	Amount entitled to priority: \$ _____	<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7)	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(__).	
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507(a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).	Amount entitled to priority: \$ _____							
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<p>6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)</p>										



7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8) Check the appropriate box.

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> I am the creditor. | <input checked="" type="checkbox"/> I am the creditor's authorized agent. | <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) | <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) |
|---|---|--|---|

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name:	Thomas A. Lee III	/s/ THOMAS A. LEE III	02/20/2014
Title:	Attorney/Agent for Creditor	(Signature)	(Date)
Company:	Becket and Lee LLP		

Address and telephone number (if different from notice address above):

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



Case Information

Debtor(s) Name MARK THUESEN		SSN(s) ***-**-3971
Debtor(s) Address PO BOX 540365, HOUSTON, TX 77254		
Case Number 13-37041	District/Division SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION	Chapter 13
		Petition Date 11/13/2013

Issuer Information

Name of entity from whom the creditor purchased the account : N/A		
Name of entity to whom the debt was owed at the time of the last transaction by the account holder: State Farm Bank		
Account Issuer State Farm Bank	Account Type CREDIT CARD DEBT	
Account Holder(s) Name MARK L THUESEN		
Account Holder(s) Address PO BOX 540365, HOUSTON, TX 77254		
Account Number *****2870		
Charge-off Date 01/24/2014	Last Payment Date 10/16/2013	Last Transaction Date 11/09/2013
		Open Date 03/06/2003



Bank[®]

**TRANSACTION HISTORY FOR:
MARK L THUESEN**

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
9188	21-Mar-03	BEST BUY 00002915	38.95	D
9188	23-Mar-03	FUJIGARDEN	61	D
9188	23-Mar-03	POLO / RL FCTRY OTLT #101	880.55	D
9188	31-Mar-03	KROGER #314 SL9	153.05	D
9188	31-Mar-03	SHELL OIL 24241453893	41.89	D
9188	5-May-03	PAYMENT RECEIVED -- THANK	1176	C
9188	18-Jul-03	CARRABBA'S WOODWAY	28.31	D
9188	18-Jul-03	COMPUSA #501	541.24	D
9188	19-Jul-03	AMC STUDIO 30 01002559	16	D
9188	19-Jul-03	BEST BUY 00002915	62.76	D
9188	19-Jul-03	PF CHANGS #1600	33.71	D
9188	20-Jul-03	SHELL OIL 24241462837	46.35	D
9188	23-Jul-03	LAH CLEANERS	31.39	D
9188	25-Jul-03	BLOCKBUSTER VIDEO #48361	16.41	D
9188	26-Jul-03	LE PEEP RESTAURANT	28	D
9188	28-Jul-03	PIATTO RISTORANTE	72	D
9188	28-Jul-03	SHELL OIL 24241462837	34	D
9188	4-Aug-03	PAYMENT RECEIVED -- THANK	910	C
9188	21-Nov-03	BALANCE ADJUSTMENT	0.39	D
9188	30-Dec-03	ABES OF MAINE MO TO	7687.65	D
9188	9-Feb-04	PAYMENT RECEIVED -- THANK	7688	C
9188	28-Apr-04	HEREWEAREAGAIN INC	1150	D
9188	10-Jun-04	PAYMENT RECEIVED -- THANK	1150	C
9188	8-Sep-04	KROGER #314 SL9	64.91	D
9188	10-Sep-04	PAPPAS TAVERNA #84	33	D
9188	11-Sep-04	CARRABBA'S #4404	119	D
9188	12-Sep-04	PF CHANGS #1600	48	D
9188	13-Sep-04	LEBON CLEANERS	89.38	D
9188	13-Sep-04	PAPPADEAUX SEAFOOD #048	64	D
9188	14-Sep-04	FOLEY'S #16	56.29	D
9188	14-Sep-04	GODIVA CHOCOLATES #509	17.3	D
9188	16-Sep-04	CHEVRON 00107996	31.7	D
9188	16-Sep-04	OUTBACK #4427	80	D
9188	16-Sep-04	SEA SPORT SCUBA	175	D
9188	17-Sep-04	ANN TAYLOR #807	16.23	D
9188	17-Sep-04	BANANA REPUBLIC FACTORY S	148.28	D
9188	17-Sep-04	PERFUMANIA #544	58.99	D
9188	17-Sep-04	RAINFOREST-KATY MILLS	54	D
9188	18-Sep-04	KROGER #314 SL9	56.93	D
9188	18-Sep-04	NIT NOI THAI RESTAURANT	78	D
9188	19-Sep-04	TOKYOHANA	127	D
9188	20-Sep-04	CHEVRON 00107996	10.05	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
9188	20-Sep-04	PAPPADEAUX SEAFOOD #048	87	D
9188	20-Sep-04	RIVER OAKS PAINT & BODY	274.41	D
9188	22-Sep-04	BABINS-KATY (MASON)	101	D
9188	23-Sep-04	CHEVRON 00107996	33.75	D
9188	23-Sep-04	GOODE COMPANY SEAF	57	D
9188	24-Sep-04	PAPPAS BURGER #082	17	D
9188	25-Sep-04	SEA SPORT SCUBA	453.35	D
9188	26-Sep-04	KROGER #314 SL9	68.82	D
9188	1-Oct-04	KROGER #314 SL9	126.96	D
9188	1-Oct-04	SMOOTHIE FACTORY	5.89	D
9188	5-Oct-04	CHEVRON 00107996	38.75	D
9188	5-Oct-04	KINKO'S #0112	15.77	D
9188	5-Oct-04	KINKO'S #1034	27.19	D
9188	5-Oct-04	KINKO'S #1034	12.97	D
9188	5-Oct-04	KROGER #314 SL9	51.72	D
9188	5-Oct-04	WALGREEN 00047456	11.52	D
9188	6-Oct-04	PAPPAS SEAFOOD HOUSE #001	123	D
9188	7-Oct-04	PAPPAS TAVERNA #84	45	D
9188	8-Oct-04	PF CHANGS #1600	39	D
9188	9-Oct-04	KROGER #314 SL9	15.06	D
9188	12-Oct-04	I BUY DIGITAL.COM	149.99	D
9188	15-Oct-04	PAYMENT RECEIVED -- THANK	1600	C
9188	12-Nov-04	PAYMENT RECEIVED -- THANK	1482.86	C
9188	16-Nov-04	STATE FARM INSURANCE	1084	D
9188	6-Dec-04	PAYMENT RECEIVED -- THANK	1084	C
2870	3-Apr-05	CHEESECAKE SACRAMENTO	70	D
2870	3-Apr-05	DNPS WUKSACHI	45.52	D
2870	4-Apr-05	MCCORMICK & KULETOS#16	140	D
2870	4-Apr-05	SARDINE FACTORY	92	D
2870	5-Apr-05	I.A.H. AB GARAGE P-O-F	48	D
2870	6-Apr-05	PRONTO CUCININO	31.45	D
2870	7-Apr-05	KROGER #314 SL9	153.4	D
2870	12-Apr-05	KROGER #314 SL9	191.05	D
2870	12-Apr-05	USPS 4813719550	3.85	D
2870	15-Apr-05	CHEVRON 00107996	46.2	D
2870	23-Apr-05	FEDEX SHP 04/06/05 AB#	18.01	D
2870	25-Apr-05	FEDEX SHP 04/06/05 AB#	21.38	D
2870	4-May-05	CF Electronic Payment	821.47	C
2870	3-Jun-05	CF Electronic Payment	39.39	C
2870	28-Mar-06	KROGER #314 SL9	48.28	D
2870	2-Apr-06	BENJY'S RESTAURANT	34	D
2870	3-Apr-06	KROGER #314 SL9	44.58	D
2870	4-Apr-06	PF CHANGS #9935	17	D
2870	6-Apr-06	CHEVRON 00107963	63.15	D
2870	7-Apr-06	KROGER #314 SL9	51.49	D
2870	10-Apr-06	KROGER #314 SL9	28.64	D
2870	10-Apr-06	PF CHANGS #1600	31	D
2870	11-Apr-06	EXPRESS PARK-C-WEST AREA5	1	D
2870	17-Apr-06	PAPPADEAUX SEAFOOD KT Q80	55	D
2870	18-Apr-06	LITTE PAPPASITO'S #022	52	D
2870	3-May-06	CF Electronic Payment	426.14	C

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	31-Jul-06	PAPPADEAUX SEAFOOD #048	41	D
2870	1-Aug-06	CASTLE DENTAL/KIRBY	164	D
2870	1-Aug-06	KROGER #314 SL9	72.54	D
2870	4-Aug-06	LE BON CLEANERS	89.13	D
2870	5-Aug-06	CINEMARK	18.5	D
2870	22-Aug-06	CONTINENTAL 0052174769766	175.1	D
2870	22-Aug-06	USPS 4813719550	14.4	D
2870	26-Aug-06	SPOTOS OYSTER BAR	111	D
2870	28-Aug-06	CHEESECAKE-FT LAUDERDALE	46	D
2870	28-Aug-06	Nikki Beach / Pearl	100	D
2870	5-Sep-06	CF Electronic Payment	400	C
2870	6-Oct-06	CF Electronic Payment	431.67	C
2870	15-Nov-06	STATE FARM INSURANCE	711.41	D
2870	15-Nov-06	STATE FARM INSURANCE	1108	D
2870	13-Dec-06	CF Electronic Payment	1819.41	C
2870	7-May-07	STATE FARM INSURANCE	636.41	D
2870	12-Jun-07	CF Electronic Payment	636.41	C
2870	25-Sep-07	CONTINENTAL 0052154028718	451.2	D
2870	5-Nov-07	KROGER #314 SL9	5.39	D
2870	5-Nov-07	RICKSHAW BAMBU	28.99	D
2870	5-Nov-07	SALON ON THE GO	130.04	D
2870	5-Nov-07	STATE FARM INSURANCE	1029	D
2870	5-Nov-07	STATE FARM INSURANCE	636.41	D
2870	5-Nov-07	THE HOME DEPOT 566	2.1	D
2870	11-Nov-07	CHEVRON 00107996	32.15	D
2870	11-Nov-07	KROGER #314 SL9	65.3	D
2870	13-Nov-07	BINSWANGER GLASS #049	250	D
2870	13-Nov-07	LITTE PAPPASITO'S #022	37	D
2870	13-Nov-07	MERCEDES BENZ 12100038	1170.35	D
2870	14-Nov-07	CF Electronic Payment	100	C
2870	14-Nov-07	RICKSHAW BAMBU	40	D
2870	15-Nov-07	LE BON CLEANERS	60.78	D
2870	15-Nov-07	RADIOSHACK COR00180216	95.24	D
2870	21-Nov-07	PURCHASE *FINANCE CHARGE*	25.05	D
2870	3-Dec-07	RADIOSHACK COR00180216	95.24	C
2870	14-Dec-07	PAYMENT RECEIVED -- THANK	3959	C
2870	4-Jan-08	BENJY'S RESTAURANT	119	D
2870	5-Jan-08	SALTGRASS-KATY (MASON)	41	D
2870	5-Jan-08	VISIBLE CHANGES	39.78	D
2870	10-Jan-08	KROGER #314 SL9	51.16	D
2870	12-Jan-08	CVS PHARMACY # Q03	5.08	D
2870	12-Jan-08	GLASS WALL	13	D
2870	12-Jan-08	GLASS WALL	75	D
2870	12-Jan-08	KROGER #314 SL9	7.57	D
2870	13-Jan-08	AMC STUDIO 30 01002559	18	D
2870	13-Jan-08	HOUSTON'S 713.9751947	53	D
2870	13-Jan-08	KROGER #243 SL9	25.44	D
2870	5-Feb-08	CF Electronic Payment	352.79	C
2870	30-Apr-08	STATE FARM INSURANCE	658.41	D
2870	30-May-08	CF Electronic Payment	658.41	C
2870	2-Jul-08	LUCKY BRAND #672	300.93	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	2-Jul-08	PF CHANGS #1600	24	D
2870	4-Jul-08	GEICO	113.57	D
2870	4-Jul-08	RICHWAY FIREWORKS CE	148.54	D
2870	5-Jul-08	HOUSTON FITNESS BODY BUIL	150	D
2870	5-Jul-08	YA YA MARY'S #84	61	D
2870	4-Aug-08	CF Electronic Payment	798.04	C
2870	3-Nov-08	STATE FARM INSURANCE	1779.41	D
2870	5-Nov-08	BALLY WEST UNIVERSITY	944	D
2870	2-Dec-08	CF Electronic Payment	2723.41	C
2870	25-Dec-08	NWA AIR 0122173972377	849.42	D
2870	5-Jan-09	STATE ACADEMIC MARIINSKY	295.08	D
2870	6-Jan-09	CF Electronic Payment	1000	C
2870	8-Jan-09	INTERNATIONAL TRANSACTION	2.95	D
2870	16-Jan-09	R3087021, BGD SEK525	63.42	D
2870	19-Jan-09	EUROPE HOTEL RECEPTION	123.44	D
2870	19-Jan-09	EUROPE HOTEL RECEPTION	4459.73	D
2870	19-Jan-09	INTERNATIONAL TRANSACTION	0.63	D
2870	20-Jan-09	AKO SCHIPHOL PLAZA	18.02	D
2870	20-Jan-09	GNC #7054	179.98	D
2870	20-Jan-09	INTERNATIONAL TRANSACTION	1.23	D
2870	20-Jan-09	INTERNATIONAL TRANSACTION	44.6	D
2870	20-Jan-09	KLM PAS SERV V2K1411	64.62	D
2870	20-Jan-09	KROGER #314	66.03	D
2870	20-Jan-09	SHERATON	13.71	D
2870	21-Jan-09	INTERNATIONAL TRANSACTION	0.14	D
2870	22-Jan-09	INTERNATIONAL TRANSACTION	0.18	D
2870	22-Jan-09	INTERNATIONAL TRANSACTION	0.65	D
2870	10-Feb-09	CF Electronic Payment	5000	C
2870	14-Feb-09	FOX SPORTS BAR21680269	34	D
2870	15-Feb-09	CAYMAN TURTLE FARM	67.5	D
2870	17-Feb-09	ATLANTIS ADVENTURE C	198	D
2870	17-Feb-09	HARD ROCK CAFE/BAR	118	D
2870	17-Feb-09	INTERNATIONAL TRANSACTION	0.68	D
2870	18-Feb-09	BUSH INTL ARPT DE10Q75	75	D
2870	19-Feb-09	INTERNATIONAL TRANSACTION	1.18	D
2870	19-Feb-09	INTERNATIONAL TRANSACTION	1.98	D
2870	19-Feb-09	KROGER #314	102.96	D
2870	20-Feb-09	AWARENESS TECHNOLOGIES, I	97	D
2870	20-Feb-09	PURCHASE *FINANCE CHARGE*	27.59	D
2870	4-Mar-09	ACADEMY SPORTS #19	193.71	D
2870	6-Mar-09	KROGER #314	44.13	D
2870	7-Mar-09	AMC STUDIO 30 01002559	19	D
2870	7-Mar-09	PF CHANGS #9935	49	D
2870	9-Mar-09	CF Electronic Payment	100	C
2870	9-Mar-09	KROGER #314	10.36	D
2870	9-Mar-09	RICKSHAW BAMBO	56	D
2870	10-Mar-09	GNC #7054	179.98	D
2870	10-Mar-09	SHERWIN WILLIAMS #7403	65.73	D
2870	11-Mar-09	CF Electronic Payment	711	C
2870	12-Mar-09	KROGER #314	20.16	D
2870	8-Apr-09	CF Electronic Payment	735	C

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	12-May-09	STATE FARM INSURANCE	726.41	D
2870	2-Jun-09	CF Electronic Payment	726.2	C
2870	11-Jun-09	ALLERGYBUYERS GREEN MORE	1899	D
2870	17-Jul-09	LATE PAYMENT FEE	34	D
2870	22-Jul-09	PURCHASE *FINANCE CHARGE*	15.89	D
2870	23-Jul-09	THE HOME DEPOT 566	169.68	D
2870	25-Jul-09	LOWES #01570*	126.28	D
2870	27-Jul-09	THE HOME DEPOT 566	145.38	D
2870	27-Jul-09	713.529.2385HOUSTONS	79	D
2870	28-Jul-09	CF Electronic Payment	1899	C
2870	29-Jul-09	CVS PHARMACY #5685 Q03	32.46	D
2870	30-Jul-09	GOODE COMPANY SEAF	139	D
2870	1-Aug-09	LITTE PAPPASITO'S #022	62	D
2870	1-Aug-09	THE HOME DEPOT 566	248.94	D
2870	2-Aug-09	LOWES #01570*	281.03	D
2870	4-Aug-09	ACADEMY SPORTS #19	8.51	D
2870	4-Aug-09	CF Electronic Payment	710	C
2870	4-Aug-09	LOWES #01570*	21.49	D
2870	5-Aug-09	LOWES #01570*	33.4	C
2870	5-Aug-09	LOWES #01570*	23.69	D
2870	5-Aug-09	PAPPADEAUX SEAFOOD #048	48	D
2870	6-Aug-09	LOWES #01570*	31.47	D
2870	6-Aug-09	THE HOME DEPOT 566	20.65	D
2870	6-Aug-09	THE HOME DEPOT 566	11.04	C
2870	6-Aug-09	THE HOME DEPOT 566	4.59	D
2870	6-Aug-09	UNIVERSAL PLUMBING SUPP	1382.69	D
2870	7-Aug-09	THE HOME DEPOT 566	59.42	D
2870	8-Aug-09	AMC STUDIO 30 01002559	13	D
2870	8-Aug-09	AMC STUDIO 30 01002559	11	D
2870	9-Aug-09	KROGER #314	35.65	D
2870	9-Aug-09	KROGER #314	19.43	D
2870	1-Sep-09	CF Electronic Payment	2158.81	C
2870	11-Sep-09	FRESH WATER SYSTEMS INC.	566.75	D
2870	12-Sep-09	CHEVRON 00107985	58	D
2870	12-Sep-09	LOWES #01570*	44.67	D
2870	14-Sep-09	TEXAS MED CTR LAV LOT	5	D
2870	14-Sep-09	TEXAS MED CTR LAV LOT	6	D
2870	15-Sep-09	JAI JEGS 190 AUTOPARTS	163.96	D
2870	15-Sep-09	OFFICE DEPOT #86	27.02	D
2870	15-Sep-09	PAPPADEAUX SEAFOOD #048	51	D
2870	16-Sep-09	GOODE COMPANY SEAF	38	D
2870	16-Sep-09	GOODE COMPANY SEAF	7	D
2870	17-Sep-09	BEAUTIQUE DAY SPA	155	D
2870	17-Sep-09	BIG GEORGES	299.95	D
2870	17-Sep-09	DIRECT BUY OF HOUSTON S	3549.29	D
2870	17-Sep-09	GRAND LUX CAFE HOUSTON	64	D
2870	18-Sep-09	KROGER #314	39.31	D
2870	18-Sep-09	SHERWIN WILLIAMS #7403	100.04	D
2870	19-Sep-09	SHERWIN WILLIAMS #7403	216.59	D
2870	19-Sep-09	SHERWIN WILLIAMS #7403	29.15	D
2870	19-Sep-09	VIETOPIA AUTHENTIC CUISIN	35	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	20-Sep-09	CARRABBA'S	80	D
2870	21-Sep-09	BED BATH & BEYOND #442	469.78	D
2870	21-Sep-09	LOWES #01570*	106.72	D
2870	21-Sep-09	THE HOME DEPOT 566	65.99	D
2870	22-Sep-09	PLANNED PARENTHOOD COMP	460	D
2870	22-Sep-09	PURCHASE *FINANCE CHARGE*	16.48	D
2870	23-Sep-09	BOSS SAFETY PRODUCTS	58.99	D
2870	23-Sep-09	KROGER #314	38.59	D
2870	23-Sep-09	LOWES #01570*	87.62	D
2870	23-Sep-09	SHERWIN WILLIAMS #7403	229.8	D
2870	23-Sep-09	SHERWIN WILLIAMS #7403	46.42	D
2870	24-Sep-09	LITTE PAPPASITO'S #022	57	D
2870	24-Sep-09	LOWES #01570*	17.05	C
2870	25-Sep-09	LOWES #01570*	44.79	D
2870	26-Sep-09	RADIOSHACK COR00180216	27.05	D
2870	28-Sep-09	JAI*JEGS 190 AUTOPARTS	360.94	D
2870	1-Oct-09	CF Electronic Payment	2000	C
2870	6-Oct-09	CF Electronic Payment	3655	C
2870	19-Oct-09	STATE FARM INSURANCE	1023	D
2870	19-Oct-09	STATE FARM INSURANCE	709.41	D
2870	2-Nov-09	CF Electronic Payment	3767	C
2870	9-Nov-09	ACTION GYPSUM SUPPLY	252.4	D
2870	9-Nov-09	OPTIMA TILE AND STONE,	509.67	D
2870	10-Nov-09	OFFICE DEPOT #86	10.8	D
2870	11-Nov-09	LOWES #01570*	125.28	D
2870	11-Nov-09	THE HOME DEPOT 566	280.23	D
2870	12-Nov-09	APL*APPLE ONLINE STORE	84.73	D
2870	12-Nov-09	LOWES #01570*	37.87	D
2870	13-Nov-09	CHEVRON 00107996	60.6	D
2870	13-Nov-09	LOWES #01570*	23.31	D
2870	13-Nov-09	TOOLBARN.COM	39.2	D
2870	14-Nov-09	GNC #7054	179.98	D
2870	14-Nov-09	KROGER #314	76.58	D
2870	15-Nov-09	FEDEX 870941070271	26.34	D
2870	16-Nov-09	LOWES #01570*	42.95	D
2870	17-Nov-09	HD SUPPLY 3701	100.42	D
2870	17-Nov-09	LOWES #01570*	78.6	D
2870	17-Nov-09	OUTBACK #4427	60	D
2870	18-Nov-09	GRAYBAR ELECTRIC	12.59	D
2870	18-Nov-09	THE HOME DEPOT 566	64.81	C
2870	23-Nov-09	VESTA *BOOST MOBILE	54.13	D
2870	2-Dec-09	CF Electronic Payment	500	C
2870	8-Dec-09	CF Electronic Payment	1436	C
2870	4-Jan-10	CF Electronic Payment	54.13	C
2870	3-Mar-10	UNIVERSAL PLUMBING SUPPL	3644.43	D
2870	5-Apr-10	CF Electronic Payment	3645	C
2870	25-Apr-10	BARNES & NOBLE #2625	51.85	D
2870	25-Apr-10	GRAND LUX CAFE HOUSTON	50	D
2870	25-Apr-10	OFFICE DEPOT #86	34.07	D
2870	27-Apr-10	OFFICE DEPOT #1127	122.31	D
2870	28-Apr-10	DISCOUNT-TIRE-CO TXH-56	817.75	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	28-Apr-10	KROGER #314	105.07	D
2870	2-May-10	GRAND LUX CAFE HOUSTON	39	D
2870	4-May-10	STATE FARM INSURANCE	709.41	D
2870	7-May-10	DELL SALES & SERVICE	1533.87	D
2870	7-May-10	THE HOME DEPOT 566	59.95	D
2870	2-Jun-10	CF Electronic Payment	500	C
2870	8-Jun-10	HEIGHTS GLASS INC	4100	D
2870	22-Jun-10	INTEREST CHARGE-PURCHASES	103.21	D
2870	7-Jul-10	CF Electronic Payment	1300	C
2870	22-Jul-10	INTEREST CHARGE-PURCHASES	130.32	D
2870	13-Aug-10	CF Electronic Payment	250	C
2870	20-Aug-10	INTEREST CHARGE-PURCHASES	123.19	D
2870	20-Sep-10	LATE PAYMENT FEE	25	D
2870	21-Sep-10	CF Electronic Payment	500	C
2870	22-Sep-10	INTEREST CHARGE-PURCHASES	121.62	D
2870	4-Oct-10	CF Electronic Payment	1500	C
2870	22-Oct-10	INTEREST CHARGE-PURCHASES	92.29	D
2870	2-Nov-10	CF Electronic Payment	200	C
2870	12-Nov-10	CF Electronic Payment	1000	C
2870	22-Nov-10	INTEREST CHARGE-PURCHASES	75.82	D
2870	13-Dec-10	CF Electronic Payment	600	C
2870	22-Dec-10	INTEREST CHARGE-PURCHASES	56.74	D
2870	12-Jan-11	CF Electronic Payment	535	C
2870	21-Jan-11	INTEREST CHARGE-PURCHASES	47.64	D
2870	9-Feb-11	CF Electronic Payment	500	C
2870	22-Feb-11	INTEREST CHARGE-PURCHASES	36.32	D
2870	1-Mar-11	CF Electronic Payment	600	C
2870	22-Mar-11	INTEREST CHARGE-PURCHASES	19.94	D
2870	11-Apr-11	CF Electronic Payment	500	C
2870	22-Apr-11	INTEREST CHARGE-PURCHASES	15.75	D
2870	3-May-11	CF Electronic Payment	285	C
2870	13-May-11	STATE FARM INSURANCE	706.7	D
2870	20-May-11	INTEREST CHARGE-PURCHASES	10.49	D
2870	10-Jun-11	CF Electronic Payment	800	C
2870	22-Jun-11	INTEREST CHARGE-PURCHASES	11.93	D
2870	12-Jul-11	BORDERS BKS&MU01003813	15.7	D
2870	12-Jul-11	CF Electronic Payment	130	C
2870	12-Jul-11	DELTA AIR 0068247535231	25	D
2870	12-Jul-11	GNC #7054	127.98	D
2870	12-Jul-11	KROGER #314	9.14	D
2870	12-Jul-11	PLN*PRICELINE.COM HTL	519.78	D
2870	12-Jul-11	YA YA MARY'S #84	31	D
2870	14-Jul-11	NYNY BROADWAY BURGER	39	D
2870	16-Jul-11	OUTBACK #3220	67	D
2870	18-Jul-11	TAO - LAS VEGAS	83	D
2870	19-Jul-11	NY-NY HOTEL & CASINO	106.09	D
2870	19-Jul-11	WAL-MART #2151	17.69	D
2870	22-Jul-11	MINIMUM CHARGE	1.5	D
2870	25-Jul-11	PUBLIX #509	66.62	D
2870	26-Jul-11	GRAND LUX CAFE #5006	46	D
2870	28-Jul-11	YOLO LAS OLAS	103	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	30-Jul-11	PAPPADEAUX SEAFOOD #048	42	D
2870	2-Aug-11	CF Electronic Payment	350	C
2870	22-Aug-11	INTEREST CHARGE-PURCHASES	18.87	D
2870	13-Sep-11	CF Electronic Payment	300	C
2870	22-Sep-11	INTEREST CHARGE-PURCHASES	17.78	D
2870	4-Oct-11	HOUSTON NUMISMATIC EXC	3560	D
2870	14-Oct-11	CF Electronic Payment	50	C
2870	14-Oct-11	HOUSTON NUMISMATIC EXC	5512.56	D
2870	21-Oct-11	INTEREST CHARGE-PURCHASES	91.13	D
2870	15-Nov-11	CF Electronic Payment	190	C
2870	22-Nov-11	INTEREST CHARGE-PURCHASES	200.83	D
2870	6-Dec-11	CF Electronic Payment	500	C
2870	22-Dec-11	INTEREST CHARGE-PURCHASES	188.35	D
2870	29-Dec-11	CF Electronic Payment	1500	C
2870	11-Jan-12	STATE FARM INSURANCE	1137	D
2870	20-Jan-12	INTEREST CHARGE-PURCHASES	179.22	D
2870	31-Jan-12	CF Electronic Payment	9300	C
2870	6-Feb-12	GOODE COMPANY BBQ #1	29.44	D
2870	7-Feb-12	THE HOME DEPOT 566	23.22	D
2870	7-Feb-12	YA YA MARY'S #84	70	D
2870	8-Feb-12	CHIPOTLE 0249	15.91	D
2870	8-Feb-12	PAPPAS BURGER #082	41	D
2870	9-Feb-12	GNC #7054	89.98	D
2870	9-Feb-12	PANERA BREAD #4111	9.07	D
2870	10-Feb-12	BED BATH & BEYOND #442	1266.42	D
2870	10-Feb-12	GNC #7054	69.98	D
2870	10-Feb-12	LOWES #01570*	185.48	D
2870	11-Feb-12	THE HOME DEPOT 566	36.44	D
2870	13-Feb-12	BED BATH & BEYOND #442	67.12	C
2870	14-Feb-12	PF CHANGS #9935	52	D
2870	17-Feb-12	KROGER #314	7.77	D
2870	20-Feb-12	MAGICJACK.COM PHONE	4.14	D
2870	22-Feb-12	INTEREST CHARGE-PURCHASES	42.8	D
2870	3-Mar-12	BED BATH & BEYOND #442	186.19	C
2870	3-Mar-12	KROGER #314	58.78	D
2870	15-Mar-12	CF Electronic Payment	1760	C
2870	19-Mar-12	COMCAST OF HOUSTON	403.33	D
2870	20-Mar-12	MAGICJACK.COM PHONE	81.64	D
2870	22-Mar-12	MINIMUM CHARGE	1.5	D
2870	1-Apr-12	PF CHANGS #1600	23	D
2870	3-Apr-12	WAL-MART #2066	17.82	D
2870	3-Apr-12	YA YA MARY'S #84	33.8	D
2870	4-Apr-12	CHEESECAKE HOUSTON	60	D
2870	6-Apr-12	PAPPADEAUX SEAFOOD KITCHN	49	D
2870	7-Apr-12	MICRO CENTER HOUSTON	141.89	D
2870	8-Apr-12	WAL-MART #0772	1.6	D
2870	9-Apr-12	CHEESECAKE HOUSTON	65	D
2870	10-Apr-12	CF Electronic Payment	500	C
2870	10-Apr-12	GNC #7165	69.99	D
2870	12-Apr-12	PF CHANGS #1600	37	D
2870	13-Apr-12	MCDONALD'S F22190	11.84	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	14-Apr-12	OUTBACK 4427	45	D
2870	15-Apr-12	GRAND LUX CAFE HOUSTON	55	D
2870	17-Apr-12	LULING CITY MARKET	18.73	D
2870	1-May-12	CF Electronic Payment	600	C
2870	10-May-12	PAPPADEAUX SEAFOOD #048	59	D
2870	12-May-12	CHEESECAKE HOUSTON	70	D
2870	13-May-12	WAL-MART #2066	4	D
2870	15-May-12	STATE FARM INSURANCE	694.95	D
2870	16-May-12	STATE FARM INSURANCE	482	D
2870	22-May-12	INTEREST CHARGE-PURCHASES	7.39	D
2870	12-Jun-12	CF Electronic Payment	1340	C
2870	20-Jul-12	CREDIT BALANCE REFUND	1.49	D
2870	8-Feb-13	HEB #472	60.32	D
2870	10-Feb-13	GULF OIL 92050193	75	D
2870	12-Feb-13	TX MED CTR-G21 GARAGE	5	D
2870	14-Feb-13	PAPPADEAUX SEAFOOD #048	78	D
2870	16-Feb-13	HEB #472	7.98	D
2870	18-Feb-13	TX MED CTR-G21 GARAGE	11	D
2870	18-Feb-13	TX MED CTR-G21 GARAGE	11	D
2870	19-Feb-13	HEB #599	86.99	D
2870	19-Feb-13	HEB #599	15.96	D
2870	19-Feb-13	TEXAS CHILDRENS HOSPITAL	1500	D
2870	19-Feb-13	TX MED CTR-G21 GARAGE	9	D
2870	20-Feb-13	TX MED CTR-G21 GARAGE	10	D
2870	21-Feb-13	TEXAS CHILDRENS HOSPITAL	11.36	D
2870	21-Feb-13	TX MED CTR-G21 GARAGE	12	D
2870	22-Feb-13	TX MED CTR-G21 GARAGE	12	D
2870	23-Feb-13	KROGER #740	14.01	D
2870	23-Feb-13	TX MED CTR-G21 GARAGE	11	D
2870	24-Feb-13	HEB #599	36.08	D
2870	24-Feb-13	TX MED CTR-G21 GARAGE	12	D
2870	24-Feb-13	TX MED CTR-G21 GARAGE	10	D
2870	25-Feb-13	HEB #472	50.38	D
2870	25-Feb-13	TX MED CTR-G21 GARAGE	12	D
2870	26-Feb-13	TX MED CTR-G21 GARAGE	11	D
2870	27-Feb-13	CVSPHARMACY #7753 Q03	64.55	D
2870	27-Feb-13	TEXAS CHILDRENS HOSPITAL	175.78	D
2870	28-Feb-13	THE HOME DEPOT 566	6.46	D
2870	28-Feb-13	TX MED CTR-G21 GARAGE	6	D
2870	1-Mar-13	KROGER #314	45.14	D
2870	1-Mar-13	RANDALLS STORE00030676	12.96	D
2870	1-Mar-13	USPS 48137195521401021	18.4	D
2870	2-Mar-13	EDWARDS HOUSTON MQ STDM23	29	D
2870	2-Mar-13	TX MED CTR-G21 GARAGE	7	D
2870	3-Mar-13	HEB #472	35.18	D
2870	3-Mar-13	TX MED CTR-G21 GARAGE	8	D
2870	4-Mar-13	TX MED CTR-G21 GARAGE	10	D
2870	5-Mar-13	CF Electronic Payment	1900	C
2870	6-Mar-13	A&E THE GRAPHICS CMPLX	31.78	D
2870	6-Mar-13	COH PARKING MGMT	7	D
2870	6-Mar-13	SAGE 400 JAPANESE CUISINE	53	D

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	6-Mar-13	USPS 48137195521401021	2.24	D
2870	8-Mar-13	PAPPADEAUX SEAFOOD #048	48	D
2870	8-Mar-13	TX MED CTR-G21 GARAGE	4	D
2870	13-Mar-13	BAYOU ANESTHESIA & PAI	609.21	D
2870	13-Mar-13	TX MED CTR-G21 GARAGE	7	D
2870	14-Mar-13	CAPITOL SERVICES INC	70	D
2870	14-Mar-13	PAPPAS BURGER #082	34	D
2870	15-Mar-13	TX MED CTR-G21 GARAGE	6	D
2870	16-Mar-13	CHEVRON 00202327	54.5	D
2870	16-Mar-13	PF CHANGS #9935	44	D
2870	17-Mar-13	KROGER #314	90.72	D
2870	17-Mar-13	PAPPASITO'S CANTINA #009	36	D
2870	17-Mar-13	TX MED CTR-G21 GARAGE	8	D
2870	19-Mar-13	HEB #472	6	D
2870	19-Mar-13	PAPPAS BURGER #082	28	D
2870	19-Mar-13	TX MED CTR-G21 GARAGE	7	D
2870	21-Mar-13	HEB #599	35.35	D
2870	22-Mar-13	GODIVA CHOCOLATES #509	19.49	D
2870	22-Mar-13	TX MED CTR-G21 GARAGE	8	D
2870	23-Mar-13	SMASHBURGER #1209	7.88	D
2870	25-Mar-13	TX MED CTR-G21 GARAGE	6	D
2870	25-Mar-13	USPS 48137195521401021	6.32	D
2870	27-Mar-13	TX MED CTR-G21 GARAGE	6	D
2870	27-Mar-13	USPS 48037995521400601	4.76	D
2870	27-Mar-13	WAL-MART #2066	121.46	D
2870	28-Mar-13	TEXAS ONLINE E-FILING	8.48	D
2870	28-Mar-13	TEXAS ONLINE E-FILING	8.48	D
2870	28-Mar-13	TEXAS ONLINE E-FILING	8.48	D
2870	28-Mar-13	TX 14TH COA EFILE	125	D
2870	28-Mar-13	TX 14TH COA EFILE EFM	11.25	D
2870	29-Mar-13	TARGET 00009555	107.33	D
2870	5-Apr-13	CARRABBAS - VOSS	63	D
2870	5-Apr-13	TX MED CTR-G21 GARAGE	5	D
2870	8-Apr-13	ENTERPRISE RENT-A-CAR	214.43	D
2870	10-Apr-13	CF Electronic Payment	800	C
2870	22-Apr-13	INTEREST CHARGE-PURCHASES	40.26	D
2870	8-May-13	CF Electronic Payment	1000	C
2870	22-May-13	INTEREST CHARGE-PURCHASES	35.4	D
2870	26-May-13	PF CHANGS #9935	25	D
2870	7-Jun-13	CF Electronic Payment	350	C
2870	21-Jun-13	INTEREST CHARGE-PURCHASES	23.6	D
2870	17-Jul-13	HOUSTON NUMISMATIC EXC	4199.31	D
2870	18-Jul-13	CF Electronic Payment	50	C
2870	22-Jul-13	INTEREST CHARGE-PURCHASES	36.52	D
2870	7-Aug-13	HOUSTON NUMISMATIC EXC	2820	D
2870	8-Aug-13	CF Electronic Payment	90	C
2870	17-Aug-13	US MINT COIN SALES-DR	3150	D
2870	22-Aug-13	INTEREST CHARGE-PURCHASES	148.75	D
2870	10-Sep-13	CF Electronic Payment	260	C
2870	20-Sep-13	INTEREST CHARGE-PURCHASES	228.05	D
2870	16-Oct-13	CF Electronic Payment	345	C

LAST 4	TRAN DATE	MERCHANT NAME	TRAN AMT	DEBIT/CREDIT
2870	22-Oct-13	INTEREST CHARGE-PURCHASES	218.37	D
2870	4-Nov-13	EXPRESS # 0161	86.49	D
2870	4-Nov-13	PF CHANGS #1600	26	D
2870	5-Nov-13	ACCESS COUNSELING INC	25	D
2870	8-Nov-13	CVS PHARMACY #3177 Q03	50	D
2870	8-Nov-13	ROSS STORES #622	38.94	D
2870	9-Nov-13	SUPER K NO 4	7.26	D
2870	9-Nov-13	TARGET 00021394	54.64	D
2870	9-Nov-13	TARGET 00021394	2.65	D
2870	9-Nov-13	TARGET 00021394	1.4	D
2870	9-Nov-13	THE CONCERT PUB	27.74	D
2870	19-Nov-13	LATE PAYMENT FEE	25	D
2870	22-Nov-13	INTEREST CHARGE-PURCHASES	227.34	D



Bank

Account Number:	2870
New Balance:	\$11,646.87
Payment Due by 5PM (ET) on:	December 19, 2013
Minimum Payment Due:	\$695.71
Amount Past Due:	\$328.37
Amount Enclosed:	\$ <input type="text"/>

STATE FARM BANK
PO BOX 23025
COLUMBUS GA 31902-3025

Make Check Payable to: STATE FARM BANK®

MARK L THUESEN
PO BOX 540365
HOUSTON TX 77254-0365

Please check box for address or telephone change.
(Complete form on the reverse side).

2870

Detach here. Please make check payable to STATE FARM BANK and send with this remittance slip in the enclosed envelope.

For 24 Hour Good Neighbor Service,



Page 1 of 4

Please Call: 1-877-SF4-VISA (1-877-734-8472)	Statement Period: 10/23/13 - 11/22/13
Additional contact Information located on reverse side.	Account Number: 2870
	Payment Due by 5PM (ET) on: December 19, 2013

Summary of Account Activity

Previous Balance:	\$11,074.41	Total Credit Limit:	\$11,500.00
Payments & Credits:	\$0.00	Available Credit Limit:	\$0.00
Purchases & Other Charges:	\$320.12	Cash Advance Limit:	\$500.00
Cash Advances:	\$0.00	Available Cash Advance Limit:	\$0.00
Fees Charged:	\$25.00		
Interest Charged:	\$227.34	Closing Date:	November 22, 2013
New Balance:	\$11,646.87	Number of Days in Cycle:	31

Payment Information

New Balance: \$11,646.87
Minimum Payment Due: \$695.71
Payment Due by 5PM (ET) on: December 19, 2013

Late Payment Warning: If we do not receive your minimum payment by the date and time listed above, you may have to pay a late fee up to \$35.00.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take longer to pay off your balance. For Example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	22 years	\$32,617

If you would like information about credit counseling services, call 1-877-734-8472.

State Farm Dollars® Summary

State Farm Dollars Balance	394.30	Lifetime State Farm Dollars Redeemed	0.00
State Farm Dollars Earned This Cycle	3.20		

TOTAL STATE FARM DOLLARS REDEEMABLE 394.30

To redeem your State Farm Dollars you must have a minimum of 50 in your Total State Farm Dollars Redeemable balance and your account must be in good standing.

Transactions For: 2870

Posting Date	Transaction Date	Reference Number	Description	\$ Amount
PURCHASES AND DEBITS				
11-06-13	11-04-13	2579	PF CHANGS #1600	HOUSTON TX \$26.00
11-06-13	11-04-13	0028	EXPRESS # 0161	HOUSTON TX \$86.49
11-07-13	11-05-13	2597	ACCESS COUNSELING INC	800-205-9297 CA \$25.00
11-11-13	11-08-13	6491	ROSS STORES #622	HOUSTON TX \$38.94
11-11-13	11-09-13	3996	TARGET 00021394	HOUSTON TX \$54.64
11-11-13	11-09-13	6470	TARGET 00021394	HOUSTON TX \$2.65
11-11-13	11-09-13	8508	TARGET 00021394	HOUSTON TX \$1.40
11-11-13	11-08-13	6782	CVS PHARMACY #3177 Q03	HOUSTON TX \$50.00

Exhibit A

Page 3 of 4

Transactions For:				2870	
Posting Date	Transaction Date	Reference Number	Description		\$ Amount
11-11-13	11-09-13	7099	SUPER K NO 4	HOUSTON	TX \$7.26
11-11-13	11-09-13	2989	THE CONCERT PUB FEES	HOUSTON	TX \$27.74
11-19-13	11-19-13		LATE PAYMENT FEE		\$25.00
			TOTAL FEES FOR THIS PERIOD		\$25.00
			INTEREST CHARGED		
			INTEREST CHARGE-PURCHASES		\$227.34
			TOTAL INTEREST FOR THIS PERIOD		\$227.34
			 2013 TOTAL YEAR-TO-DATE		
			Total Fees Charged in 2013		\$25.00
			Total Interest Charged in 2013		\$958.29

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	24.24% (v)	\$11,028.07	\$227.34
Cash	20.24% (v)	\$0.00	\$0.00

(v) = Variable Rate

Please enter the account number on all checks and correspondence.

News/Important Messages etc...

Your account is past due and in collections. Please send the full amount due in the enclosed envelope today. If you cannot send the payment today, please call us at 1-888-634-0012 to make payment arrangements or we will be attempting to contact you.

Good Neighbor Message!

Beginning February 1, 2014 you can log on to your credit card account on statefarm.com® to view, print and download your FREE online Year-End Summary Statement of your 2013 State Farm Bank® credit card transactions. This customized report categorizes your yearly spending and can assist you with budget planning. From your account, just click on "Year End Summary" under the "Statement Summary" section located on the left Navigation pane.

Not registered yet? Just click on "register" located on the upper right corner on the statefarm.com homepage and follow the prompts. You will receive an email confirming your access. Please note this can take up to three days. Once you log on to your account, please refer to the instruction above to access your online Year-End Summary Statement.

To order a paper copy of your Year-End Summary Statement, call 1-877-SF4-VISA between November 1, 2013 and January 31, 2014 and follow the instructions. There is a non-refundable fee of \$10 per statement. The fee will be assessed on your March 2014 monthly statement.

Exhibit A

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§	CASE NO. 13-37041
	§	
MARK THUESEN	§	CHAPTER 13
	§	
DEBTOR	§	CONTESTED MATTER

DECLARATION OF DEBTOR MARK L. THUESEN

I, Mark L. Thuesen, submit this declaration in support of *Debtor's Objection to and Reconsideration of the Allowance of Claim No. 6 of State Farm Bank and Rule 9011 Sanctions* (the "Motion").

1. "My name is Mark L. Thuesen. I am a debtor in this case. I am over the age of eighteen and am fully competent to testify to the matters stated in this declaration. This declaration is based upon my personal knowledge. The statements herein are true and correct.
2. A true and correct copy of State Farm Bank's Proof of Claim dated February 20, 2014 ("Claim"), is attached to the Motion as Exhibit A and is incorporated herein by reference for all purposes.
3. I have reviewed the Claim filed in this case by State Farm Bank, ("Claimant").
4. Claimant did not attend the first meeting of creditors on December 18, 2013. Claimant did not attend the second meeting of creditors on March 12, 2014. Claimant did not request a 2004 Examination of Debtor. Claimant did not request any relief to extend any deadlines. Claimant did not object to Debtor's bankruptcy plan.
5. After reviewing the documentation attached to the Claim, I cannot determine when the alleged charges were made or if the charges were made by me or some other person to whom I am not related. I cannot determine the terms of the alleged agreement. I cannot determine the interest rate charged to me. I cannot determine the method for calculating the interest rate charged to

me. I cannot determine my specific obligations under the alleged agreement.

6. Claimant has needlessly increased the cost of my bankruptcy litigation, causing me additional expenses, attorney's fees, mental anguish and emotional distress.
7. The undersigned hereby makes this unsworn declaration pursuant to 28 U.S.C. § 1746 that the undersigned is capable of making this declaration under no legal disability, is in all ways qualified to make this declaration, has personal knowledge of the facts stated herein and declares, certifies, verifies, and states under penalty of perjury, that the above is true and correct."

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct. Executed on this 10th day of November 2014 in Houston, Harris County, Texas



Mark Thuesen, *Pro se*
P.O. Box 540365
Houston, Texas 77254
Telephone: (585) 300-5793
Email: xtraderweb@hotmail.com